PRACTICE EXAM 5: MPRE SIMULATION (60 QUESTIONS)

Time Allotted: 2 hours

Format: Multiple choice — select the best answer

1. A lawyer is licensed in both State A and State B. State A's disciplinary authority imposes a public reprimand on the lawyer for failing to communicate with a client about a matter pending in State A. State B then initiates a reciprocal discipline proceeding. The lawyer argues that State B should impose no discipline because none of the conduct occurred in State B and no State B client was involved.

A. Yes, because reciprocal discipline applies only where the offending conduct itself occurred in the second jurisdiction

B. No, because reciprocal discipline does not require that the conduct have any nexus to the second state in which the lawyer is admitted

C. Yes, provided the lawyer notifies State B of the procedural posture of the State A matter within thirty days

D. No, but only if the State A sanction involved suspension or disbarment rather than a public reprimand

2. A lawyer represents a defendant in a criminal case. After thorough investigation, the lawyer concludes that the defendant should accept the prosecution's plea offer of two years' imprisonment. The defendant, against the lawyer's strong advice, decides to reject the offer and proceed to trial. The lawyer believes proceeding to trial is a serious tactical mistake that risks a much longer sentence.

A. No, because the lawyer's independent professional judgment overrides the client's decision on whether to accept a plea

B. No, because the lawyer must withdraw whenever a client refuses to follow the lawyer's strategic advice on a critical issue

C. Yes, but only if the lawyer documents the client's refusal in a writing signed by the client before trial

D. Yes, because the decision whether to plead guilty in a criminal matter belongs to the client, not the lawyer, under Rule 1.2(a)

3. A lawyer agrees to represent a client in a personal injury action. The fee agreement, which is reduced to writing and signed by the client, provides that the lawyer will receive 40% of any recovery and will advance litigation expenses to be reimbursed from the recovery. The case settles for $100,000. The lawyer takes $40,000 as her fee and recoups $5,000 in expenses she advanced for medical records and depositions.

A. Yes, because contingent fees in personal injury cases are generally permitted when reduced to a signed writing and the percentage is not unreasonable

B. No, because a contingent fee of 40% is per se unreasonable as a matter of professional conduct

C. Yes, but only if the lawyer obtained advance approval of the contingent fee percentage from the trial court

D. No, because Rule 1.8(e) categorically prohibits a lawyer from advancing any litigation expenses to a client

4. A lawyer is representing a corporation in a complex regulatory matter that has been pending for six months. The lawyer has had numerous phone calls with the corporation's CEO but has never provided any written status updates. The lawyer believes she has kept the CEO informed through the periodic phone calls. The CEO complains in writing that she does not understand the status of the matter and feels uninformed.

A. No, because oral communications between counsel and the principal corporate contact are generally sufficient under Rule 1.4

B. No, because the duty to communicate runs only to the corporate entity, not to any individual officer of the client

C. Yes, because Rule 1.4 requires the lawyer to keep the client reasonably informed and to promptly comply with reasonable requests for information

D. Yes, but only if the lawyer's failure to update the corporation involved a matter relating to client funds in the lawyer's trust account

5. A lawyer represents a client charged with embezzlement of $200,000 from his employer. During the representation, the client confides that he embezzled an additional $300,000 that has not been discovered

or charged. The employer, unaware of the additional embezzlement, is preparing to terminate other employees it incorrectly suspects of complicity in the original scheme.

A. No, because the additional embezzlement is a completed past act, the disclosure would not prevent reasonably certain death or bodily harm, and Rule 1.6 protects this information

B. Yes, because preventing wrongful employment terminations falls within the Rule 1.6(b) exceptions to confidentiality

C. No, but the lawyer must withdraw from the representation if the client refuses to make the disclosure himself

D. Yes, provided the lawyer first obtains advance authorization from the state disciplinary authority before disclosing

6. A lawyer represents Company X in an ongoing contract dispute with Company Y. While that matter is pending, Company Z asks the lawyer to represent it in a securities offering that is wholly unrelated to Company X's contract dispute. Company Z is one of Company X's principal economic competitors in the marketplace. The two matters share no legal or factual issues.

A. No, because direct economic competition between two clients creates a per se concurrent conflict of interest

B. Yes, generally, because adversity only in the marketplace, without legal adversity between the two clients, does not by itself constitute a concurrent conflict under Rule 1.7

C. No, unless Company X agrees in advance and in writing to a prospective waiver of any future conflicts

D. Yes, but only if Company Z agrees in writing not to use any information about Company X gained during the representation

7. A potential client meets with a lawyer to discuss a possible employment discrimination claim against her current employer. During the one-hour consultation, the potential client shares confidential information including the identities of supporting witnesses and a detailed factual chronology. The lawyer declines the representation. Three months later, the employer in that matter asks the lawyer to defend it against the same claim.

A. Yes, because no formal attorney-client relationship was ever established during the initial consultation

B. Yes, provided the lawyer informs the employer in writing that he previously met with the prospective client about the matter

C. No, unless the former prospective client refuses to give signed written consent to the new representation

D. No, because the lawyer received information from the prospective client during a consultation that could be significantly harmful in the same matter under Rule 1.18

8. A lawyer is representing a real estate buyer in negotiating the purchase of a commercial property. While the negotiation is ongoing, the lawyer learns that his spouse, a licensed real estate broker, will receive a $30,000 sales commission if the transaction closes. The lawyer believes he can negotiate effectively regardless and does not disclose the spouse's interest to the client.

A. No, because the commission is being paid to the lawyer's spouse rather than to the lawyer himself

B. No, because the commission is paid by the seller of the property, not by the lawyer's buyer client

C. Yes, because Rule 1.7(a)(2) is triggered when there is significant risk that the representation will be materially limited by a personal interest of the lawyer

D. Yes, but only if the spouse's commission ultimately exceeds the lawyer's total legal fee on the transaction

9. A lawyer at a firm represented Company A in a trademark dispute that concluded two years ago. The lawyer has since left and joined a different firm. The original firm is now approached by Company A's competitor to bring a new trademark infringement suit against Company A. No remaining lawyer at the original firm worked on or has any confidential information about Company A's prior matter.

A. No, because Rule 1.10 imputes former-client conflicts to all lawyers in the firm permanently and irrevocably

B. Yes, because under Rule 1.10(b) the firm is not disqualified after the conflicted lawyer departs unless a remaining lawyer has material confidential information

C. No, because the two-year gap between the matters is insufficient to dissipate the imputed conflict of interest

D. Yes, but only if the firm pays restitution of the prior representation fees to Company A as a precondition

10. A lawyer represented a software company two years ago in negotiating and drafting a licensing agreement with a third party. The representation ended when the contract was signed. The third party (the licensee) now asks the lawyer to represent it in a breach of contract action against the software company under the very licensing agreement the lawyer drafted.

A. No, because Rule 1.9(a) bars the lawyer from representing another person in the same or substantially related matter materially adverse to the former client absent informed consent

B. No, because Rule 1.9 imposes a permanent absolute prohibition regardless of whether the former client gives written informed consent

C. Yes, because the underlying licensing transaction has now been completed and the parties' relationship has become adversarial

D. Yes, provided the lawyer does not use or reveal any confidential information actually learned during the prior representation

11. A lawyer represents a client in various general business matters. The client tells the lawyer about a real estate investment opportunity and offers the lawyer a chance to invest jointly. The lawyer would purchase a 25% interest in the venture for $50,000, which the lawyer believes is a fair price reflecting the venture's market value at the time of investment.

A. Nothing additional, because the transaction is at fair market value and was first proposed by the client to the lawyer

B. Only obtain the client's oral consent to the joint investment at the proposed price and on the proposed terms

C. Provide the client with a written disclosure of the proposed terms and obtain her oral consent in front of an independent witness

D. Ensure the terms are fair and reasonable, disclose them in writing, advise the client to seek independent counsel, and obtain signed informed consent

12. A lawyer is retained to represent a client in a contested divorce action. During the representation, the lawyer and the client begin a consensual romantic and sexual relationship. The client did not have any sexual relationship with the lawyer before retaining her for the divorce matter, and the relationship does not appear to interfere with the legal work.

A. No, because the relationship is fully consensual between competent adults outside the attorney-client engagement

B. No, provided the relationship does not interfere with the lawyer's competent and diligent representation of the client

C. Yes, because Rule 1.8(j) prohibits sexual relations with a client unless a consensual sexual relationship existed before the client-lawyer relationship commenced

D. Yes, but only if the lawyer charged the client for hours that included time spent during the personal interactions

13. A lawyer represented a client in negotiating and signing a settlement agreement two years ago. The client now sues the other party for breach of that settlement agreement and asks the lawyer to litigate. The lawyer is likely to be a necessary witness regarding disputed facts about what was orally represented during the settlement negotiations.

A. No, generally, because Rule 3.7(a) prohibits a lawyer from acting as advocate at a trial in which the lawyer is likely to be a necessary witness, subject to narrow exceptions

B. Yes, because the lawyer's prior involvement in the underlying matter provides unique competence to advocate effectively at trial on the client's behalf

C. No, unless the lawyer's anticipated testimony at trial would involve only matters of undisputed public record concerning the agreement

D. Yes, provided the lawyer informs the client in writing about the dual role and the client signs an acknowledgment

14. A lawyer is defending a client at a deposition in a civil action. The client testifies that he was alone in his office on the date of a key disputed event. The lawyer knows from prior privileged conversations that the client met with a third party in his office on that very date. The lawyer does not interrupt or correct the testimony at the deposition.

A. None, because the duty of confidentiality protects the client's misstatement from any obligation to remediate

B. The lawyer must take reasonable remedial measures, including, if necessary, disclosure to the tribunal under Rule 3.3

C. The lawyer must withdraw from the representation immediately without giving any explanation to the tribunal

D. The lawyer must testify herself to correct the misstatement at the next available proceeding in the case

15. A lawyer is representing a defendant in a high-profile criminal trial set to begin in three days. The lawyer gives an interview to a major newspaper in which she states that her client has agreed to take a polygraph examination and that the results "will completely exonerate" him. The polygraph examination has not yet been administered when the statement is published.

A. No, because lawyers have a First Amendment right to discuss pending matters publicly with members of the media

B. No, provided that the lawyer believes in good faith that the published statement accurately reflects her client's actual position

C. Yes, but only if it can be shown that the statement caused specific identifiable juror prejudice once the trial commenced

D. Yes, because Rule 3.6 prohibits extrajudicial statements likely to materially prejudice a proceeding, including statements about results of any examination

16. A lawyer represents the plaintiff in a personal injury case against a corporation. The lawyer wants to interview a current low-level employee of the corporation who witnessed the incident. The corporation is represented by counsel in the matter. The employee is not part of management and does not supervise, direct, or regularly consult with the corporation's counsel about the litigation.

A. It depends; under Rule 4.2 and its comments, contact is barred only with employees who supervise the matter, regularly consult with counsel, or whose statements may bind the corporation

B. Yes, because Rule 4.2 applies only to a corporation's officers and directors, never to ordinary or lower-level employees of the represented entity

C. No, because Rule 4.2 categorically prohibits all communication with any employee of a represented corporation without consent of counsel

D. Yes, but only if the employee first initiates contact with the lawyer and waives the corporation's protected interests in writing

17. A lawyer represents a homeowner in a property line dispute with a neighbor. The neighbor is unrepresented. During a meeting at the property, the neighbor asks the lawyer whether she should sign the lawyer's client's proposed settlement agreement. The lawyer responds, "It's a fair deal; you should sign it now before you lose this opportunity to resolve things."

A. No, because the proposed settlement offer is in fact fair under prevailing market terms for similar disputes

B. No, provided that the lawyer clearly identified herself as opposing counsel before answering the neighbor's question

C. Yes, because Rule 4.3 prohibits a lawyer from giving legal advice to an unrepresented person whose interests are reasonably likely to conflict with the client's, other than the advice to secure counsel

D. Yes, but only if the unrepresented neighbor actually relied on the lawyer's statement and suffered measurable detriment as a result

18. A lawyer receives a $20,000 settlement check on behalf of a client. The client owes the lawyer $5,000 in earned but unpaid legal fees that the client does not dispute. The lawyer deposits the entire $20,000 settlement check into her client trust account upon receipt.

A. Wait at least sixty days before transferring any portion of the funds from the trust account to her operating account

B. Promptly notify the client of the receipt, promptly deliver the client's share, and may withdraw the $5,000 in undisputed earned fees under Rule 1.15

C. Transfer the entire $20,000 immediately to her operating account and then issue a reimbursement check to the client for the balance

D. Hold all of the funds indefinitely in the trust account pending entry of a court order authorizing distribution

19. A lawyer maintains a website advertising her services to potential clients. The website prominently lists recent verdicts and settlements obtained by the lawyer, including specific dollar amounts and brief case descriptions. The website does not include any disclaimer that past results do not guarantee similar outcomes in future cases. All of the listed verdicts and settlements are factually accurate.

A. Yes, because advertising any specific case results obtained by the lawyer is per se misleading and prohibited under Rule 7.1

B. No, because each of the verdicts and settlements listed on the website is factually accurate and individually verifiable

C. Yes, but only if the website fails to also include the lawyer's name, bar number, and standard contact information

D. Possibly, because Rule 7.1 prohibits advertising that omits a fact necessary to make truthful statements not materially misleading

20. A lawyer reads a news report about a multi-vehicle highway accident that occurred the previous day, injuring several passengers in different cars. The lawyer obtains the names and home addresses of the injured passengers from the publicly available police report and mails each of them an individualized letter

offering to represent them in personal injury claims. Each letter is clearly labeled "Advertising Material" on the envelope and at the top of the letter.

A. Generally no, because Rule 7.3 permits written targeted solicitations to specific persons known to need legal services if labeled as advertising and not coercive

B. Yes, because Rule 7.3 categorically prohibits all written solicitation of personal injury victims within thirty days of the underlying incident

C. Yes, because the lawyer improperly obtained personal contact information for the recipients from a public government source rather than a private one

D. Generally no, but only if the lawyer first obtained written consent from each potential recipient before sending the targeted solicitation letter

21. A lawyer is appointed by the court to represent an indigent criminal defendant. The lawyer believes the assignment will produce a financial loss to her practice given other higher-paying work she might do instead. The defendant's case is not so repugnant as to impair the lawyer-client relationship, and accepting will not violate any other ethical rule.

A. Yes, because lawyers have no enforceable professional obligation to accept court-appointed criminal representations of indigent defendants

B. Yes, provided that the lawyer can demonstrate any measurable economic hardship from accepting the appointment

C. A lawyer shall not seek to avoid an appointment except for good cause under Rule 6.2, such as violating other rules, unreasonable financial burden, or repugnance impairing representation

D. No, because Rule 6.1 makes acceptance of any court appointment to represent an indigent defendant strictly mandatory

22. A lawyer learns that another lawyer at her firm has been systematically commingling client trust funds with her personal funds in clear violation of the trust accounting rules. The misconduct has occurred over an extended period and raises a substantial question about the other lawyer's honesty, trustworthiness, and fitness to practice law. The information was not learned through any privileged client communication.

A. Confront the other lawyer privately about the misconduct but maintain confidentiality from the state disciplinary authority entirely

B. Report the misconduct to the appropriate professional authority under Rule 8.3, unless the information is protected by Rule 1.6

C. Report the misconduct only if the other lawyer continues the trust account violations after being warned by the reporting lawyer

D. Wait until firm management completes a full internal investigation before reporting any of the misconduct to outside authorities

23. A state trial court judge is asked to serve on the board of directors of a local for-profit corporation that operates a chain of restaurants. The corporation has no current or anticipated litigation pending before the judge. The judge would receive standard director compensation and would attend monthly board meetings. The corporation is not owned by the judge or any member of the judge's family.

A. No, because the Code of Judicial Conduct prohibits judges from serving as officers, directors, or managers of for-profit business entities except in limited family-business exceptions

B. Yes, because participation in the governance of a local business is a protected civic activity under the First Amendment

C. Yes, provided that the judge commits in advance to recuse from any matter involving the corporation or its affiliates

D. No, unless the judge first obtains explicit advance approval from the state's judicial conduct commission for the directorship

24. A judge is assigned a civil tort case in which the defendant is represented by a lawyer who is the judge's brother-in-law (the husband of the judge's sister). The brother-in-law practices at a 200-lawyer firm and will personally serve as trial counsel for the defendant. The judge has had no significant professional dealings with the brother-in-law in recent years and feels capable of being impartial.

A. No, because in-law relationships through marriage fall outside the degree of relationship that requires automatic judicial disqualification

B. No, provided that the judge has had no substantial professional or social contact with the brother-in-law in the recent past

C. Yes, but only if the brother-in-law personally serves as lead trial attorney rather than in a supporting advisory role

D. Yes, because under the Model Code a judge must disqualify in any proceeding in which a person within the third degree of relationship to the judge's spouse is acting as a lawyer

25. A lawyer admitted only in State A is retained by a client to handle a commercial arbitration. The client's principal business is located in State B, but the contract was negotiated and signed in State A. The arbitration is being conducted in State A under State A substantive law. The lawyer travels to State B on three occasions to meet with the client and interview a single witness located there.

A. Yes, because any in-person legal work performed in State B by a lawyer not admitted there constitutes the unauthorized practice of law

B. No, because Rule 5.5(c) permits temporary in-person services in another jurisdiction when reasonably related to a pending matter in the lawyer's home jurisdiction

C. Yes, unless the lawyer obtains pro hac vice admission from a State B court in advance of each separate visit to the state

D. No, but only if the lawyer pays the appropriate attorney occupation taxes and business registration fees to State B

26. A lawyer is representing a client in a civil litigation matter. The client has become verbally abusive toward the lawyer, refuses to follow her advice on critical strategic decisions, and has not paid invoices that are now several months overdue despite multiple reminders. The matter is set for trial in eight months. The lawyer wishes to withdraw from the representation.

A. No, because once a lawyer accepts a representation she may not withdraw absent the client's express written consent to her departure

B. No, because the scheduled trial date is too far in the future to constitute a sufficient ground for permissive withdrawal under the rules

C. Yes, generally, because Rule 1.16(b) permits withdrawal where the client substantially fails to fulfill financial obligations or persists in conduct the lawyer fundamentally opposes

D. Yes, but only if the lawyer first obtains advance written approval from the state's professional responsibility board for the withdrawal

27. A solo practitioner refers a complex medical malpractice matter to a litigation lawyer at a different firm. The two lawyers agree that the referring lawyer will receive 25% of any contingent fee recovered. The arrangement and the percentage division are fully disclosed to the client in writing, the client gives written consent including to the share each lawyer will receive, and the total fee is reasonable. Both lawyers assume joint responsibility for the representation.

A. Yes, because Rule 1.5(e) permits fee division between lawyers in different firms when each assumes joint responsibility and the client consents in writing

B. No, because referral fees between unaffiliated lawyers in different firms are categorically prohibited as forbidden fee splitting under all circumstances

C. Yes, but only if the referring lawyer continues performing substantive legal work proportionate to her share of the recovered contingent fee

D. No, unless the client's written consent is reviewed and formally approved by a state bar fee dispute review committee

28. A lawyer specializes in personal injury cases and routinely retains an experienced nurse to review medical records for her cases. The lawyer wishes to compensate the nurse as a percentage of the contingent fees recovered in cases where the nurse provided assistance, rather than at an hourly or salary rate. The nurse is not a lawyer and holds no equity in the law firm.

A. Yes, because the nurse is providing genuine professional services that justify percentage-based compensation tied to recoveries

B. Yes, provided the nurse is informed of the compensation arrangement and the affected client also consents to it in writing

C. No, but only because of state-specific licensure requirements applicable to nursing professionals practicing in the jurisdiction

D. No, because Rule 5.4(a) prohibits a lawyer from sharing legal fees with a nonlawyer, with only narrowly defined exceptions

29. A lawyer represents an elderly client in estate planning. Over several months, the lawyer observes the client showing increasing signs of confusion and difficulty understanding the legal documents. The client has begun making contradictory decisions about her estate from one meeting to the next. The lawyer is genuinely concerned about the client's capacity to make informed decisions about her own affairs.

A. Withdraw from the representation immediately because a lawyer cannot continue to represent a client whose capacity is reasonably questioned

B. Take direction only from the client's adult children to ensure decisions reflect a more stable and considered view of the estate plan

C. Maintain a normal client-lawyer relationship as far as reasonably possible, and take reasonably necessary protective action only when the client cannot adequately protect her own interests

D. Refuse to draft any new estate documents until a court issues a formal finding regarding the client's capacity to execute estate planning instruments

30. A lawyer represents a client in a domestic relations matter. During a private meeting, the client tells the lawyer he intends to kill his estranged spouse and her parents that evening with a firearm he has just purchased. The lawyer reasonably believes the threat is genuine and that the spouse and her parents face imminent danger of death or serious bodily harm.

A. The lawyer must maintain confidentiality under Rule 1.6 because the threatened acts have not yet actually occurred at the time of disclosure

B. The lawyer may reveal the information to the extent reasonably necessary to prevent reasonably certain death or substantial bodily harm under Rule 1.6(b)(1)

C. The lawyer must withdraw from the representation but is strictly forbidden from disclosing the threat to any third party including law enforcement

D. The lawyer must notify only the client's spouse, not the police or her parents, in order to minimize the scope of disclosure made

31. A lawyer worked for five years as a federal prosecutor. During that time she was personally and substantially involved in investigating a corporate fraud case against Company X. The investigation was closed without charges before she left government service. She now works in private practice and is asked to represent Company X in a related civil regulatory matter arising from the same conduct.

A. No, because Rule 1.11(a) prohibits a lawyer from representing a private client in connection with a matter in which she participated personally and substantially as a public officer, absent agency informed written consent

B. Yes, because the prior criminal investigation was closed without charges and is therefore no longer considered a pending matter

C. Yes, provided the lawyer is screened from any new criminal investigation being conducted by other government attorneys at the office

D. No, because government lawyers are permanently barred from representing any party in any matter formerly under any government investigation

32. A state trial judge presided over a contract dispute between Company A and Company B. The judge issued a substantive ruling on a contested discovery motion in the case, then retired six months later to enter private practice. Company A now asks the former judge to represent it in the same ongoing contract dispute, which is on appeal. Company B has not been consulted.

A. Yes, because the former judge no longer holds judicial office and is therefore free to accept any private client of her choosing

B. Yes, provided that the former judge discloses her prior judicial involvement in the matter to the appellate court before appearing

C. Yes, but only if Company B consents in writing to the former judge's representation of Company A on the pending appeal

D. No, because Rule 1.12(a) prohibits a lawyer from representing anyone in a matter in which she participated personally and substantially as a judge, absent informed written consent of all parties

33. A lawyer is asked by a client to file a civil suit seeking damages for "psychological torment caused by alien abduction." The client offers no objective evidence of any abduction, no witness saw any abduction occur, and the lawyer cannot identify any legal theory under existing law that would support recovery on these allegations. The client states he wants to file anyway "to make a point."

A. Yes, the lawyer may file the suit because the client has an absolute constitutional right to access the courts to assert any claim he wishes

B. No, because Rule 3.1 prohibits bringing a proceeding unless there is a basis in law and fact for doing so that is not frivolous

C. Yes, provided the lawyer includes a prominent disclaimer in the complaint stating that the claim may lack adequate evidentiary support at this time

D. No, but only if opposing counsel objects in writing to the filing of the proposed complaint before it is actually filed

34. A lawyer defends a corporation in a complex commercial dispute. To slow the proceeding and increase the plaintiff's legal expenses, the lawyer files a series of repetitive motions and asserts boilerplate discovery objections that have no substantial purpose other than delay. The lawyer's only stated goal in pursuing these tactics is to pressure the financially weaker plaintiff into dropping the case.

A. No, because zealous advocacy permits a litigator to make aggressive use of all procedural tools available to a represented party

B. No, provided that each of the motions and discovery objections is facially proper under the applicable rules of civil procedure

C. Yes, because Rule 3.2 requires lawyers to make reasonable efforts to expedite litigation consistent with the client's interests, and pure-delay tactics violate that duty

D. Yes, but only if the trial court actually issues a formal sanctions order against the lawyer under the applicable rules of civil procedure

35. A lawyer is negotiating a settlement on behalf of a client. During the negotiations, opposing counsel asks whether the client would accept $100,000 to resolve the matter. The lawyer's client has in fact authorized her to accept any amount above $75,000. The lawyer responds, "My client will not consider anything less than $150,000."

A. Yes, because Rule 4.1 prohibits any false statement of any kind made by a lawyer during settlement negotiations between counsel

B. Yes, because the lawyer knowingly stated a settlement figure that was different from her actual settlement authority from her own client

C. No, because statements about a client's settlement intentions are generally treated as conventional negotiation puffing rather than statements of material fact under Rule 4.1

D. No, but only if opposing counsel actually suspected that the stated figure was not the client's true settlement position at the time

36. A lawyer receives a package of discovery documents from opposing counsel. While reviewing them, the lawyer notices that one document is plainly a privileged internal memorandum from opposing counsel to her own client about trial strategy, which appears to have been included by mistake among the produced materials.

A. The lawyer may review and use the privileged document because opposing counsel waived privilege by inadvertently producing it

B. The lawyer must turn the document over to the trial court for in camera review before any decision about its use is made

C. The lawyer must immediately destroy the document and notify her own client that no privileged material was actually reviewed

D. The lawyer must promptly notify opposing counsel of the inadvertent disclosure under Rule 4.4(b), so that opposing counsel may take protective measures

37. A managing partner at a midsize firm is told twice that a junior associate has been missing court deadlines on his cases due to disorganization. The partner brushes off the reports as "growing pains" and

takes no action to correct the associate's work habits or to put any supervisory procedures in place. The associate later misses a critical filing deadline on a major case, damaging the client.

A. No, because the associate alone is responsible for his own work product under Rule 5.2(a) regardless of any supervisory failure

B. Yes, but only if the partner personally directed or instructed the associate to disregard the missed filing deadline that caused the harm

C. Yes, because Rule 5.1(b) requires a lawyer with direct supervisory authority to make reasonable efforts to ensure subordinate lawyers conform to the Rules

D. No, because the duty to supervise applies only to partners acting in their capacity as firm managers, not as individual supervisors of associates

38. A first-year associate is told by a senior partner to file a brief that the associate believes contains a misleading factual statement to the court. The associate raises her concern; the partner dismisses it and instructs her to file the brief as drafted. The question of whether the statement is misleading is genuinely debatable among reasonable lawyers, and the partner's resolution of the question is itself reasonable.

A. The associate may rely on the partner's resolution of the arguable question of professional duty under Rule 5.2(b) and is not subject to discipline for following it

B. The associate must refuse to file the brief because each lawyer is independently responsible for ensuring complete accuracy in all submissions to the tribunal

C. The associate must file the brief but must separately disclose her personal disagreement with the factual characterization to the trial judge in chambers

D. The associate must immediately report the supervising partner to the state disciplinary authority under Rule 8.3 for issuing the directive

39. A lawyer hires a paralegal to assist with document review and routine client communications. The paralegal accidentally reveals confidential client information to a third party at a social gathering outside the office. The lawyer had never provided the paralegal with any training about the firm's confidentiality obligations or proper handling of client information outside the workplace.

A. No, because nonlawyer assistants such as paralegals are independently responsible for their own conduct under standard firm policy

B. Yes, because Rule 5.3 requires lawyers with direct supervisory authority over nonlawyer assistants to make reasonable efforts to ensure conduct compatible with the lawyer's professional obligations

C. No, but only if the paralegal disclosed the confidential information after working hours and at a location away from the firm's office

D. Yes, but only if the third party who overheard the disclosure subsequently used the confidential information in a way that harmed the client

40. A law firm offers its associates an employment agreement that includes a clause stating that, if the associate leaves the firm, the associate may not practice law in the same county as the firm for two years. The clause is not part of any retirement-benefit arrangement and is not part of an agreement resolving any controversy between the lawyer and a former client.

A. Yes, because law firms have the same right as other business employers to enforce reasonable noncompete restrictions on their departing employees

B. Yes, provided that the geographic and temporal scope of the restriction is reasonable under general contract law principles in the jurisdiction

C. No, but only if a departing associate can later demonstrate that the noncompete restriction actually caused identifiable economic harm

D. No, because Rule 5.6(a) prohibits an employment agreement that restricts a lawyer's right to practice after the relationship terminates, except in retirement-benefit arrangements

41. A lawyer who specializes in tax practice is investigated and convicted of a misdemeanor involving the knowing filing of a false personal income tax return. The conviction does not involve any client funds or any client matter, and the lawyer has no other disciplinary record of any kind. The state's lawyer disciplinary authority initiates a formal proceeding against the lawyer.

A. No, because the misdemeanor conviction involved only personal conduct unrelated to the lawyer's law practice or any client matter

B. No, provided that the lawyer pays all tax penalties owed to the government and makes timely restitution for the underpaid taxes

C. Yes, because Rule 8.4(c) prohibits conduct involving dishonesty, fraud, deceit, or misrepresentation, and filing a knowingly false tax return falls squarely within it

D. Yes, but only if the underlying misdemeanor conviction was later elevated to a felony charge under the applicable state law for tax offenses

42. A law student is completing her bar application. The application asks whether the applicant has ever been arrested, even for offenses where charges were later dismissed. The student was arrested as a college freshman for disorderly conduct but the charge was promptly dismissed before any court appearance. She decides not to disclose the arrest, believing the dismissal makes it irrelevant.

A. No, because dismissed criminal charges are generally treated as if the arrest itself had never occurred for all professional licensing purposes

B. Yes, because Rule 8.1(a) prohibits an applicant from knowingly making a false statement of material fact in connection with a bar admission application

C. No, but only if the applicant submits a corrected and amended application before the admission committee reaches its final decision on the application

D. Yes, but only if the state's bar admission rules explicitly list the offense of disorderly conduct as a presumptively disqualifying conviction

43. A lawyer represents three plaintiffs in a joint personal injury case arising from a single bus accident. The defense offers a global settlement of $300,000 to resolve all three claims at once, with the lawyer determining the distribution among her clients. The lawyer believes the proposed allocation among the three clients reflects the relative strength of each claim.

A. No, because Rule 1.8(g) requires each client's informed consent in a signed writing to an aggregate settlement, including disclosure of all claims and the share each client will receive

B. Yes, because the global settlement amount fairly reflects the combined value of all three plaintiffs' claims arising from the bus accident

C. No, unless the trial court enters an order formally approving the proposed allocation of the global settlement among the three plaintiffs

D. Yes, provided that the lawyer obtains oral consent from each individual plaintiff to the proposed division of the total settlement funds

44. A lawyer drafts a will for an elderly long-time client. The client tells the lawyer that she would like to leave the lawyer a $50,000 bequest in the will as a thank-you for many years of competent service. The lawyer is not related to the client by blood or marriage, and the bequest is not part of any reciprocal exchange or agreement.

A. Yes, because the client has the right to dispose of her own property in any manner she wishes through her validly executed will

B. Yes, provided that the lawyer's bequest does not exceed the lawyer's standard fees for the work performed on the estate plan

C. No, but only if the bequest is contested by another beneficiary or heir of the client after her death in probate court

D. No, because Rule 1.8(c) prohibits a lawyer from preparing an instrument giving the lawyer a substantial gift unless the lawyer is related to the client

45. A lawyer is preparing a witness for an upcoming civil trial. The witness is a busy professional whose testimony will require her to miss two days of work. The lawyer offers to pay the witness her lost wages for those two days plus reasonable travel expenses to and from the courthouse. Payment is in no way conditioned on the content or favorability of the witness's testimony.

A. No, because any payment to a fact witness, beyond a small statutory witness fee, constitutes improper witness inducement under the rules

B. Yes, but only if the trial court enters a written order approving the proposed witness compensation arrangement in advance of trial

C. Yes, because Rule 3.4(b) generally permits a lawyer to pay a fact witness reasonable compensation for loss of time and expenses, so long as payment is not contingent on testimony

D. No, because payment of any amount of lost wages to a fact witness creates an inherent appearance of improperly purchasing favorable testimony

46. A lawyer is litigating a contested pretrial motion. At a local bar association dinner, the lawyer ends up seated next to the judge who is presiding over the motion in her case. The lawyer begins to discuss the merits of the pending motion in an effort to persuade the judge of the strength of her client's position before the formal hearing.

A. No, because casual social interactions between lawyers and judges at bar association events are routine and not subject to the rules

B. Yes, because Rule 3.5(b) prohibits ex parte communications with a judge concerning the merits of a pending matter unless authorized by law or court order

C. No, provided that the conversation about the pending motion takes place in the presence of other dinner guests seated at the same table

D. Yes, but only if the lawyer's ex parte communication actually influences the judge's eventual ruling on the contested pretrial motion

47. A lawyer recently represented a corporate client in a high-profile civil trial. The case received extensive news coverage and the verdict was publicly reported. The lawyer is now asked to give a presentation at a continuing legal education seminar in which she would discuss the trial strategy. She plans to refer only to facts already publicly reported by news outlets.

A. Yes, because publicly available information is not protected by Rule 1.6 and may be freely discussed by the lawyer at CLE programs

B. Yes, provided that the lawyer's discussion of strategy adds no new information beyond what was reported in the public news coverage of the trial

C. No, but only if the former corporate client objects in writing before the CLE presentation is actually delivered to the audience by the lawyer

D. No, because Rule 1.6 protects all information relating to the representation regardless of public availability, absent client informed consent or an applicable exception

48. A lawyer is briefing an issue before a state trial court. The lawyer is aware of a recent decision from the controlling state appellate court directly on point that is adverse to her client's legal position. Opposing counsel has not cited this case in his briefing. The lawyer would prefer not to call the court's attention to the unfavorable controlling precedent.

A. The lawyer must disclose the adverse authority because Rule 3.3(a)(2) requires disclosure of controlling authority directly adverse to the client's position if not disclosed by opposing counsel

B. The lawyer is not required to disclose the adverse authority because she has no duty to make her opponent's argument for him in adversarial briefing before the court

C. The lawyer must disclose the adverse authority only if specifically asked by the trial court whether she is aware of any contrary precedent in the area being briefed

D. The lawyer must withdraw from the representation if she cannot in good conscience submit briefing on the issue that omits the contrary controlling appellate precedent

49. A lawyer represents a client in a routine commercial contract dispute. As a litigation tactic, the lawyer sends a letter to opposing counsel threatening to publicly disclose embarrassing personal information

about the opposing party — wholly unrelated to the dispute — unless the opposing party accepts a settlement on her client's terms within ten days of receipt.

A. No, because aggressive negotiation and settlement tactics generally fall within the lawyer's discretion under the scope of the representation

B. No, provided that the embarrassing personal information referenced in the lawyer's letter is in fact accurate and verifiable from independent sources

C. Yes, because Rule 4.4(a) prohibits a lawyer from using means that have no substantial purpose other than to embarrass, delay, or burden a third person

D. Yes, but only if the threatened disclosure of the personal information would have actually exposed the opposing party to potential criminal liability

50. A husband and wife approach the same lawyer for representation in drafting reciprocal estate planning documents. They tell the lawyer they share all financial information openly and agree that anything either tells the lawyer can be shared with the other. The lawyer reasonably believes she can competently represent both and obtains their informed consent in a signed writing.

A. No, because spouses can never be jointly represented in estate planning matters due to inherent conflicts of interest between them as testators

B. Yes, because Rule 1.7 permits joint representation of clients with potentially differing interests when each gives informed consent confirmed in writing and competent representation is feasible

C. Yes, but only if the lawyer agrees in advance to maintain absolute confidentiality between the two spouses regarding all financial disclosures made to her

D. No, unless the lawyer also obtains the prior written approval of the state's professional ethics committee for the joint estate planning representation

51. A lawyer is retained to represent a wife in divorce proceedings. The wife has limited financial resources and offers to pay the lawyer a fee equal to 30% of any property settlement or alimony award she obtains in the divorce. The lawyer agrees and reduces the contingent fee agreement to a signed writing that fully discloses the terms.

A. Yes, because contingent fees in family law matters are permitted when memorialized in a signed writing and disclosed in detail to the client

B. Yes, because the wife's limited financial resources justify a contingent fee arrangement to ensure her continued access to legal representation

C. No, but only if the wife actually receives a property settlement or alimony award through the divorce proceedings under the fee agreement

D. No, because Rule 1.5(d)(1) prohibits contingent fees in domestic relations matters tied to securing a divorce, alimony, support, or property settlement

52. A lawyer receives $40,000 in settlement funds on behalf of a client and deposits the full amount into her client trust account. The lawyer claims that $10,000 of this amount represents her earned fees under their fee agreement, but the client disputes the calculation, asserting the lawyer is owed only $7,000. The remaining balance is not in dispute between them.

A. The lawyer must keep the disputed portion separate in the client trust account until the fee dispute is resolved, and may disburse only the undisputed amount to the client

B. The lawyer may take the full $10,000 in claimed fees from the trust account and let the client file a separate civil action to recover any disputed amount later

C. The lawyer must immediately disburse the entire $40,000 to the client and pursue a separate civil suit against the client to collect any claimed and disputed fees owed

D. The lawyer must turn the entire $40,000 over to the state bar for safekeeping until the fee dispute between lawyer and client is fully resolved through arbitration

53. A lawyer agrees to represent an unrepresented person in a small claims matter for a flat fee. Their written agreement provides that the lawyer will draft and file the complaint and assist with written discovery, but the client will represent himself at the actual trial. The lawyer reasonably believes the limitation is reasonable under the circumstances, and the client gives informed consent.

A. No, because Rule 1.2 prohibits any limitation on the scope of representation that prevents the lawyer from personally appearing at trial on the client's behalf

B. Yes, because Rule 1.2(c) permits a lawyer to limit the scope of representation when the limitation is reasonable under the circumstances and the client gives informed consent

C. No, unless the trial court enters an order formally approving the limited-scope arrangement before the complaint is filed in the small claims case

D. Yes, but only if the lawyer agrees in writing not to charge any additional fee should the matter later require unexpected additional services during the case

54. A lawyer is conducting a deposition of an opposing witness. The witness is a member of an ethnic minority. During the deposition, the lawyer repeatedly makes remarks demeaning the witness based on her ethnicity, including imitating her accent. The remarks have nothing to do with the substance of the case and are not relevant to any contested factual or legal issue in the litigation.

A. No, because Rule 8.4 applies only to lawyer conduct directly involving the substantive representation of a client in a contested adversarial matter

B. No, provided that the witness in question did not actually complain about the lawyer's comments either during or immediately following the deposition

C. Yes, because Rule 8.4(g) prohibits conduct the lawyer knows or reasonably should know is harassment or discrimination on the basis of race or ethnicity in conduct related to the practice of law

D. Yes, but only if the witness later files a formal civil rights complaint or claim against the lawyer based on the demeaning comments made during the deposition

55. A state trial judge is running for re-election in a contested judicial election. During a campaign speech to voters, the judge personally pledges that if re-elected she will impose maximum sentences on all defendants convicted of driving while intoxicated in her courtroom. There is no DUI case pending before the judge at the time of the campaign statement.

A. Yes, because Rule 4.1 of the Code of Judicial Conduct prohibits judicial candidates from making pledges or promises inconsistent with the impartial performance of judicial duties

B. No, because the statement merely reflects the judge's strong personal views on appropriate sentencing policy for the serious offense of driving while intoxicated

C. Yes, but only if a specific DUI case is actually pending before the judge at the time the campaign pledge is publicly made to voters in the district

D. No, because judicial candidates have a First Amendment right to discuss freely how they would handle any general category of cases once in office

56. A lawyer who previously worked as a state Attorney General's office prosecutor recently joined a private firm. Five years ago, while at the AG's office, the lawyer personally and substantially handled a fraud investigation against Company X. The new firm is now asked to defend Company X in a civil action brought by a third party regarding the same underlying conduct.

A. The firm may not undertake the representation because the former lawyer's conflict is imputed to all firm lawyers under Rule 1.10 without any exception in this situation

B. The firm may undertake the representation because the former government lawyer's prior involvement is no longer considered material to currently pending matters of the firm

C. The firm may undertake the representation only if Company X waives the conflict of interest in writing after full consultation about the prior government matter

D. The firm may undertake the representation if the former government lawyer is timely screened from the matter, apportioned no part of the fee, and written notice is given to the appropriate government agency

57. A lawyer is preparing a key witness for a civil trial. The witness tells the lawyer that he is sure of the general substance of his recollection but is unclear about some specific dates. The lawyer suggests specific dates that would help her client's case and instructs the witness to testify to those specific dates at trial even though the witness has no actual memory of them.

A. No, because witness preparation by counsel is a standard and important component of trial practice for every civil litigator in adversarial proceedings

B. Yes, because Rule 3.4(b) prohibits a lawyer from counseling or assisting a witness to testify falsely or contrary to the witness's own actual recollection

C. No, provided that the suggested dates are in fact consistent with documentary or other independent evidence already in the case file at the time of preparation

D. Yes, but only if the witness ultimately follows the lawyer's suggestion and actually provides the suggested specific dates during sworn testimony at the eventual trial

58. A lawyer represents the plaintiff in a wrongful termination suit against a corporation. The corporation's general counsel calls the plaintiff's lawyer and expressly authorizes her to interview a particular mid-level manager directly, without going through corporate counsel, because the manager has been fully cooperative. The plaintiff's lawyer documents the corporate counsel's consent before proceeding.

A. No, because Rule 4.2 categorically prohibits any direct communication with current or former employees of a represented organization in all circumstances

B. No, because the authorization to communicate with a corporate employee in such circumstances must come from the company's CEO rather than from its general counsel

C. Yes, because Rule 4.2 permits communication with a person represented by counsel when the lawyer has the consent of the other lawyer to do so

D. Yes, but only if the manager being interviewed has already formally separated from the corporation by the actual time of the planned interview by counsel

59. A lawyer is asked to serve as a mediator in a dispute between her former client and a third party who is not her client. The mediation involves issues related to the same general subject area as the lawyer's prior representation of the former client, although the specific dispute is new. The former client is aware of the lawyer's prior representation in the area.

A. The lawyer must inform unrepresented parties she is not representing them, clarify her role as neutral, and consider whether her prior representation creates a conflict requiring consent or disqualification

B. The lawyer may serve as mediator without any disclosure or consent because the mediator's role is neutral and does not create any client-lawyer relationship with the parties to the mediation

C. The lawyer may serve as mediator only if she first obtains a written waiver of all possible conflicts of interest from the third party who was not previously her client

D. The lawyer must decline to serve because any prior representation in the same general subject area permanently disqualifies a lawyer from any neutral role in related disputes

60. A lawyer's client has been publicly accused in the media of money laundering. To counter the prejudicial publicity that is harming her client, the lawyer makes a brief public statement identifying the nature of the charges, denying their accuracy, and explaining the matter will be vigorously defended. The lawyer's statement is limited to information she reasonably believes necessary to mitigate the recent prejudicial publicity not initiated by her or her client.

A. No, because any public statement by counsel about a pending criminal investigation inherently creates a substantial likelihood of materially prejudicing the eventual proceeding

B. Yes, because Rule 3.6 categorically prohibits any extrajudicial statement about a pending criminal matter regardless of the surrounding circumstances or the lawyer's motivation

C. No, because the rules of professional conduct prohibit defense counsel from responding publicly to media coverage even when the coverage is initiated by third parties

D. Yes, because Rule 3.6(c) permits a statement a reasonable lawyer would believe necessary to protect a client from undue prejudicial effect of recent publicity not self-initiated

ANSWER KEY – PRACTICE EXAM 5 (MPRE)

1. B — Rule 8.5(a) subjects a lawyer to the disciplinary authority of every jurisdiction in which the lawyer is admitted, regardless of where the underlying conduct occurred. Reciprocal discipline is grounded in licensure, not nexus to the second state, so State B may impose discipline based on the State A reprimand. The argument that no State B conduct or client was involved does not defeat State B's authority.

2. D — Rule 1.2(a) reserves to the criminal client the decisions whether to plead guilty, waive a jury trial, and testify. The lawyer's tactical disagreement does not override these client-reserved decisions. Counsel must abide by the client's choice to reject a plea offer and proceed to trial, even when counsel believes it is a strategic mistake.

3. A — Rule 1.5(c) permits contingent fees in personal injury cases when reduced to a writing signed by the client stating the method by which the fee is determined. A 40% fee is not per se unreasonable, and Rule 1.8(e) expressly permits advancing litigation expenses with repayment contingent on outcome. The agreement satisfies both formal and substantive requirements.

4. C — Rule 1.4 requires the lawyer to keep the client reasonably informed about the status of the matter and to promptly comply with reasonable requests for information. The duty is measured by whether the client is in fact reasonably informed, not by whether communications were oral or written. Periodic calls that leave the client confused about the matter's posture fall short of the rule.

5. A — Rule 1.6 protects all information relating to the representation, and the Rule 1.6(b) exceptions are narrow. The additional embezzlement is a completed past act, the lawyer's services were not used to commit it, and no exception for preventing reasonably certain death, substantial bodily harm, or financial fraud committed using the lawyer's services applies. Confidentiality therefore prevents disclosure.

6. B — Comment [6] to Rule 1.7 states that simultaneous representation of clients who are competitors in the marketplace, in unrelated matters, does not by itself create a concurrent conflict of interest. What triggers Rule 1.7 is legal adversity between the clients or material limitation, not economic rivalry. The lawyer may accept Company Z's unrelated securities work.

7. D — Rule 1.18(c) prohibits a lawyer who received information from a prospective client that could be significantly harmful from representing a person with materially adverse interests in the same or substantially related matter. The detailed witness names and factual chronology shared during the one-hour consultation qualify as significantly harmful information. The lawyer cannot defend the employer in the same matter.

8. C — Rule 1.7(a)(2) creates a conflict whenever there is a significant risk the representation will be materially limited by a personal interest of the lawyer, which includes financial interests of close family members. A $30,000 spousal commission contingent on the deal closing is exactly that kind of personal interest. The conflict requires disclosure and informed consent confirmed in writing.

9. B — Rule 1.10(b) provides that when a lawyer leaves a firm, the firm is not prohibited from representing a client adverse to a former client of the departed lawyer unless the matter is substantially related and a

remaining lawyer has material confidential information. No remaining lawyer holds protected information from the prior Company A representation. The firm may accept the new adverse matter.

10. A — Rule 1.9(a) prohibits a lawyer from representing another person in the same or a substantially related matter where the new client's interests are materially adverse to the former client, unless the former client gives informed consent confirmed in writing. Suing the software company over the very licensing agreement the lawyer drafted is the same matter. Without consent, the representation is barred.

11. D — Rule 1.8(a) imposes four cumulative requirements on a lawyer-client business transaction: terms fair and reasonable and fully disclosed in writing, written advice to seek independent counsel and a reasonable opportunity to do so, and informed consent in a signed writing. All four must be satisfied, regardless of whether the transaction is at fair market value. The lawyer must satisfy each safeguard before investing.

12. C — Rule 1.8(j) is a bright-line prohibition on sexual relations with a client, with the only exception being a consensual sexual relationship that predated the client-lawyer relationship. Consent during the representation, absence of harm to the legal work, and the personal nature of the matter are immaterial. The rule applies regardless of whether the lawyer can otherwise represent the client competently.

13. A — Rule 3.7(a) prohibits a lawyer from acting as advocate at a trial in which the lawyer is likely to be a necessary witness, subject only to limited exceptions for uncontested matters, testimony about the nature or value of legal services, or substantial hardship to the client. Disputed testimony about settlement negotiations fits no exception. The lawyer generally cannot serve as trial advocate in the breach action.

14. B — Rule 3.3(a)(3) requires a lawyer who comes to know that the client has offered false evidence to take reasonable remedial measures, including, if necessary, disclosure to the tribunal. The duty extends to deposition testimony as part of the litigation process and persists to the conclusion of the proceeding. Silence and continued representation without remediation are not options.

15. D — Rule 3.6(b) specifically lists statements about the results of any examination or test among those likely to materially prejudice an adjudicative proceeding. Announcing a polygraph result before the test has even been administered creates exactly the kind of prejudice the rule prohibits. Good faith belief and First Amendment framing do not displace the rule's specific enumeration.

16. A — Comment [7] to Rule 4.2 restricts contact with represented organizations to constituents who supervise, direct, or regularly consult with counsel about the matter, those whose acts may be imputed to the organization, or those whose statements may be admissions binding the organization. A low-level employee outside that group may generally be contacted. The contact is allowed only after confirming the witness does not fall into the protected categories.

17. C — Rule 4.3 forbids a lawyer dealing with an unrepresented person whose interests are reasonably likely to conflict with the client's from giving any legal advice, other than the advice to secure counsel. Telling the neighbor "it's a fair deal, you should sign" is exactly that kind of prohibited advice. Accuracy of the underlying offer and disclosure of opposing-counsel status do not cure the violation.

18. B — Rule 1.15 requires the lawyer to promptly notify the client of receipt of funds, promptly deliver any funds the client is entitled to receive, and account for them. The lawyer may withdraw undisputed earned fees from trust without delay. Holding the entire settlement indefinitely or transferring it to the operating account would itself violate the rule.

19. D — Rule 7.1 prohibits any false or misleading communication about a lawyer's services. Comment [2] explains a truthful statement is nonetheless misleading if it omits a fact necessary to make the statement considered as a whole not materially misleading, which is why many jurisdictions require past-results disclaimers. Literal accuracy of the listed verdicts does not insulate the website from Rule 7.1 review.

20. A — Rule 7.3 generally permits written, recorded, or electronic solicitations directed to specific persons known to need legal services, provided the material is properly labeled as advertising and not coercive or harassing. The Model Rule's bans target live, in-person, telephone, or real-time electronic contact, not labeled written mailings. The mailing here complies with the rule's structure.

21. C — Rule 6.2 directs that a lawyer shall not seek to avoid an appointment by a tribunal except for good cause, which includes representation that would violate the Rules, would impose an unreasonable financial burden, or would so impair the lawyer-client relationship that representation is compromised. A general preference for higher-paying work is not good cause. The lawyer must accept the appointment.

22. B — Rule 8.3(a) requires a lawyer who knows of a violation by another lawyer that raises a substantial question about that lawyer's honesty, trustworthiness, or fitness to practice to inform the appropriate professional authority. The duty is mandatory, not contingent on a warning or internal investigation. Information protected by Rule 1.6 is the only carve-out, and the misconduct here is not so protected.

23. A — Rule 3.11(B) of the Model Code of Judicial Conduct prohibits a judge from serving as an officer, director, manager, or active participant in a business entity, with limited exceptions for the judge's own family business or one closely held by the judge or members of the judge's family. A for-profit restaurant chain unrelated to the judge's family is outside those exceptions. Civic interest and commission approval do not override the categorical rule.

24. D — Rule 2.11(A)(2) of the Model Code requires disqualification when the judge knows that a person within the third degree of relationship to the judge or the judge's spouse, or the spouse of such a person, is acting as a lawyer in the proceeding. The judge's sister is within the third degree, and her husband is the spouse of such a person. The judge's confidence in her impartiality does not cure the categorical disqualification.

25. B — Rule 5.5(c) permits a lawyer admitted in one U.S. jurisdiction to provide legal services on a temporary basis in another jurisdiction in several defined circumstances, including services reasonably related to a pending matter in the lawyer's home jurisdiction. The arbitration is in State A under State A law, with State B contacts incidental. The temporary State B activity does not constitute the unauthorized practice of law.

26. C — Rule 1.16(b) authorizes permissive withdrawal where the client substantially fails to fulfill a financial obligation after reasonable warning, insists on conduct with which the lawyer fundamentally disagrees, or makes the representation unreasonably difficult. The facts satisfy multiple grounds. The

lawyer would still need to comply with any court-required notice under Rule 1.16(c), but the substantive right to withdraw is established.

27. A — Rule 1.5(e) allows fee division between lawyers not in the same firm if the division is proportional to services rendered or each lawyer assumes joint responsibility, the client agrees to the arrangement in a writing disclosing the share each will receive, and the total fee is reasonable. The referral meets each element. Joint responsibility is the recognized alternative to proportional work.

28. D — Rule 5.4(a) prohibits a lawyer or firm from sharing legal fees with a nonlawyer, subject only to narrow exceptions such as compensating a deceased lawyer's estate, profit-sharing plans, court-awarded fees paid to nonprofit organizations, and a few others. Compensating a consulting nurse by a percentage of contingent fees falls outside those exceptions. The arrangement must be salary, hourly, or otherwise unrelated to fees recovered.

29. C — Rule 1.14(a) requires the lawyer to maintain a normal client-lawyer relationship with a client whose capacity is diminished, so far as reasonably possible. Rule 1.14(b) authorizes protective action only when the lawyer reasonably believes the client cannot adequately act in her own interest and faces risk of substantial harm. Immediate withdrawal, deferring to family, or demanding a judicial finding overcorrects and disrespects the client's remaining autonomy.

30. B — Rule 1.6(b)(1) permits disclosure of information relating to the representation to the extent the lawyer reasonably believes necessary to prevent reasonably certain death or substantial bodily harm. A credible imminent threat to kill identified people satisfies the standard. The exception is discretionary but expressly available, and the lawyer need not remain silent simply because the harm has not yet occurred.

31. A — Rule 1.11(a) prohibits a lawyer who participated personally and substantially in a matter as a public officer from later representing a private client in connection with the same matter, absent informed written consent of the appropriate government agency. Closing the investigation without charges does not extinguish the disqualification. The civil regulatory action arising from the same conduct is the same matter.

32. D — Rule 1.12(a) bars a lawyer from representing anyone in a matter in which the lawyer participated personally and substantially as a judge, unless all parties to the proceeding give informed consent confirmed in writing. The former judge issued a substantive ruling in the very dispute now on appeal. Retirement and disclosure to the appellate court do not substitute for the required consent of all parties.

33. B — Rule 3.1 prohibits bringing a proceeding or asserting an issue therein unless there is a basis in law and fact that is not frivolous, which includes a good-faith argument for extending, modifying, or reversing existing law. A claim with no factual support and no recognized legal theory, filed only "to make a point," fails the rule. A right of court access does not authorize frivolous filings.

34. C — Rule 3.2 directs lawyers to make reasonable efforts to expedite litigation consistent with the interests of the client, and Comment [1] explains that delay for improper purposes such as harassment or financial pressure is impermissible. Tactics whose sole aim is to drain an opponent's resources violate the duty even if individual filings are facially proper. Formal sanctions need not issue for the conduct to be subject to discipline.

35. C — Rule 4.1's prohibition on false statements applies to material facts, and Comment [2] explicitly identifies statements about a party's intentions regarding an acceptable settlement of a claim as ordinarily not statements of material fact. Conventional negotiation puffing about settlement value falls outside the rule. The lawyer's overstated demand is therefore not a sanctionable misrepresentation.

36. D — Rule 4.4(b) requires a lawyer who receives a document or electronically stored information relating to the representation and knows or reasonably should know it was inadvertently sent to promptly notify the sender. The duty allows the sender to take protective measures such as seeking return or asserting privilege. Destruction, court referral, or unilateral use bypasses the lawyer's actual obligation.

37. C — Rule 5.1(b) requires a lawyer with direct supervisory authority over another lawyer to make reasonable efforts to ensure the other lawyer conforms to the Rules. Ignoring repeated reports of missed deadlines and failing to implement any supervisory measures is a failure of reasonable effort. The supervising partner is responsible for the supervisory lapse independent of the associate's own responsibility under Rule 5.2.

38. A — Rule 5.2(b) protects a subordinate lawyer from discipline for conduct directed by a supervisor if the conduct involved an arguable question of professional duty and the supervisor's resolution was reasonable. Where the question of whether a representation is misleading is genuinely debatable, the associate may rely on a reasonable supervisor resolution. Independent reporting or refusing to file is not required in that posture.

39. B — Rule 5.3 imposes on supervising lawyers a duty to make reasonable efforts to ensure that the conduct of nonlawyer assistants is compatible with the lawyer's professional obligations, including confidentiality. Failing to provide any confidentiality training to the paralegal is a failure of that supervisory duty. Discipline follows from the supervisory lapse, not from where the disclosure happened to occur.

40. D — Rule 5.6(a) prohibits a lawyer from making or offering a partnership, shareholders, operating, employment, or similar agreement that restricts the right of a lawyer to practice after termination of the relationship, except an agreement concerning benefits upon retirement. A two-year, county-wide noncompete is exactly the kind of post-employment practice restriction the rule forbids. General contract-law reasonableness does not save it.

41. C — Rule 8.4(c) makes it professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation. A criminal conviction for knowingly filing a false tax return is a paradigm example, even though it occurred in the lawyer's personal capacity. Restitution and the misdemeanor classification do not insulate the conduct from discipline.

42. B — Rule 8.1(a) prohibits an applicant for admission to the bar from knowingly making a false statement of material fact in connection with the application. Bar applications typically require disclosure of all arrests regardless of disposition, making the omission a material misstatement. Subsequent dismissal of the underlying charge does not retroactively render the arrest non-existent for disclosure purposes.

43. A — Rule 1.8(g) requires that participation in an aggregate settlement on behalf of multiple clients be authorized by each client following disclosure of the existence and nature of all the claims involved and

the participation of each client in the settlement, with consent in a signed writing. The lawyer's own view of allocation fairness is not a substitute. Each client must approve the global deal in writing.

44. D — Rule 1.8(c) prohibits a lawyer from soliciting a substantial gift from a client or preparing on behalf of a client an instrument giving the lawyer a substantial gift, unless the lawyer is related to the client. The drafting role triggers the rule even when the client genuinely wishes to make the bequest. A non-relative lawyer cannot prepare an instrument that benefits herself substantially.

45. C — Rule 3.4(b) prohibits offering an inducement to a witness that is prohibited by law, but permits reasonable compensation for loss of time and expenses so long as payment is not contingent on the content of testimony. Lost wages plus reasonable travel costs fit within the permitted category. Statutory witness fees are a floor, not a ceiling, on permissible compensation.

46. B — Rule 3.5(b) prohibits a lawyer from communicating ex parte with a judge about a pending matter except as permitted by law or court order. Social proximity at a bar event does not authorize substantive discussion of the merits of a pending motion. The presence of other diners or absence of actual influence does not cure the violation.

47. D — Rule 1.6(a) protects information relating to the representation regardless of whether it is also publicly available elsewhere. The duty applies even to generally known information for purposes of disclosure. Without the client's informed consent or an applicable exception, the lawyer may not discuss the matter at a CLE program merely because the underlying facts have been publicly reported.

48. A — Rule 3.3(a)(2) requires a lawyer to disclose legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the client's position and not disclosed by opposing counsel. The duty is mandatory and overrides the lawyer's tactical preference. Disclosure is required regardless of whether the court has asked or opposing counsel later locates the case.

49. C — Rule 4.4(a) prohibits a lawyer, in representing a client, from using means that have no substantial purpose other than to embarrass, delay, or burden a third person. Threatening to reveal personal information unrelated to the dispute to coerce a settlement is precisely that. The accuracy of the embarrassing information does not change the impermissible purpose.

50. B — Rule 1.7(b) allows a lawyer to represent multiple clients with potentially differing interests if the lawyer reasonably believes she can provide competent and diligent representation to each, the representation is not prohibited by law, the clients are not asserting claims against each other in the same proceeding, and each gives informed consent confirmed in writing. Joint estate planning for spouses typically satisfies these conditions. The signed informed consent here resolves the conflict.

51. D — Rule 1.5(d)(1) prohibits a contingent fee in a domestic relations matter where payment or its amount is contingent upon securing a divorce or upon the amount of alimony, support, or property settlement obtained. The policy concern is that such fees create incentives misaligned with reconciliation and equitable distribution. The signed writing does not save the otherwise prohibited arrangement.

52. A — Rule 1.15(e) provides that when a lawyer is in possession of property in which two or more persons (including the lawyer) claim interests, the property shall be kept separate by the lawyer until the

dispute is resolved. The undisputed portion must be distributed promptly, but the disputed amount stays in trust until resolved. Self-help withdrawal of the full claimed fee is not permitted.

53. B — Rule 1.2(c) permits a lawyer to limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent. Unbundled services allow a client to obtain assistance with discrete portions of a matter while retaining responsibility for others. A signed agreement defining the limited engagement satisfies the rule, and no separate court approval is required.

54. C — Rule 8.4(g) makes it professional misconduct for a lawyer to engage in conduct that the lawyer knows or reasonably should know is harassment or discrimination on the basis of race, ethnicity, and other protected characteristics in conduct related to the practice of law. A deposition is conduct in the practice of law. Whether the witness complained or filed a civil claim is immaterial to the violation.

55. A — Rule 4.1(A)(13) of the Model Code of Judicial Conduct prohibits a judicial candidate from making any pledge, promise, or commitment inconsistent with the impartial performance of the adjudicative duties of judicial office. A promise to impose maximum sentences on every defendant in a class of cases prejudges the adjudicative task. The absence of a currently pending case does not cure the impermissible pledge.

56. D — Rule 1.11(b) provides that when a lawyer is personally disqualified under Rule 1.11(a) from a matter, the lawyer's firm may nevertheless undertake the representation if the disqualified lawyer is timely screened from any participation, apportioned no part of the fee, and written notice is promptly given to the appropriate government agency. The screening pathway is the recognized cure. Client consent and absolute imputation are not the operative framework.

57. B — Rule 3.4(b) prohibits a lawyer from counseling or assisting a witness to testify falsely. Suggesting specific dates the witness does not actually remember, and instructing the witness to present them as fact, is exactly that. Legitimate witness preparation refreshes recollection and explores documentary support, not fabricates testimony.

58. C — Rule 4.2 prohibits communication with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized by law or court order. Express authorization from the corporation's general counsel satisfies the consent requirement. The communication is therefore permitted regardless of the manager's employment status.

59. A — Rule 2.4 governs a lawyer's service as a third-party neutral and requires the lawyer to inform unrepresented parties that the lawyer is not representing them and to clarify the difference between the role of neutral and the role of representative. The lawyer must also evaluate whether the prior representation creates a conflict requiring informed consent or disqualification. A blanket third-party waiver or automatic disqualification is not the rule's framework.

60. D — Rule 3.6(c) provides a right-of-reply safe harbor allowing a lawyer to make a statement that a reasonable lawyer would believe is required to protect a client from the substantial undue prejudicial effect of recent publicity not initiated by the lawyer or the client. The statement must be limited to information necessary to mitigate the prejudice. A measured public denial in response to a media accusation falls within the safe harbor.